

Federal Awarding Agency: HUD  
Pass-Through Entity: City of Sunnyvale  
Federal Award Amount: \$371,898

Federal Award Date: 07/01/14  
FAIN: M-14-MC-060222  
R&D Award: N/A

Federal Sub-Award ID: 1516-828750  
Duns #: 012042880  
CFDA# 14.239 (HOME)

## **AGREEMENT**

THIS AGREEMENT, dated this first day of March, 2016, is by and between the CITY OF SUNNYVALE, a municipal corporation (hereinafter CITY), and ABODE SERVICES, (hereinafter SUB-RECIPIENT).

## **WITNESSETH**

WHEREAS, CITY hereby commits a grant of HOME funds to SUB-RECIPIENT in the amount of **Three Hundred Seventy-one Thousand, Eight Hundred and Ninety-Eight Dollars (\$371,898)** for the purpose of providing a **Tenant-Based Rental Assistance (TBRA) Program** to very low-income Sunnyvale residents currently experiencing, or at imminent risk of, homelessness (hereinafter PROGRAM), in order to help such residents obtain and maintain decent and safe rental housing. SUB-RECIPIENT operates within Santa Clara County from facilities located at 481 Valley Way, Milpitas, CA 95035;

WHEREAS, on July 22, 2014, the CITY and County of Santa Clara (COUNTY) entered into a Revenue Agreement pursuant to which the CITY committed \$576,492 in federal HOME Program funds for fiscal years FY 2014-15 and 2015-16 to the COUNTY for implementation of a Tenant-Based Rental Assistance (TBRA) Program for Sunnyvale clients through a sub-contract with SUB-RECIPIENT and in compliance with HOME Program regulations; and

WHEREAS, as of August 1, 2015, CITY, COUNTY, and SUB-RECIPIENT mutually agreed that it would be more administratively efficient for all parties for the CITY to terminate the Revenue Agreement and contract directly with SUB-RECIPIENT to implement the PROGRAM going forward, using the balance of the HOME funds made available through the Revenue Agreement; and

WHEREAS, upon its termination, the Revenue Agreement had a balance of \$371,898 in HOME funds available for expenditure on the PROGRAM, which balance is hereby committed to SUB-RECIPIENT for implementation of the PROGRAM pursuant to this Agreement.

NOW, THEREFORE, CITY and SUB-RECIPIENT agree to comply with the requirements set forth in the following documents, which are attached hereto and incorporated by these references herein:

- (1) Scope of Services and Standards - Exhibit "A"
- (2) Budget and Method of Payment; Reporting - Exhibit "B"
- (3) Standard Provisions - Exhibit "C"

- (4) HOME Requirements - Exhibit "D"
- (5) Certification of Drug-Free Workplace – Exhibit “E”
- (6) Sunnyvale TBRA Program Guidelines – Exhibit “F”

I. PROGRAM COORDINATION

- A. City Housing Officer, or her/his designee, shall be the PROGRAM MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to by CITY shall be performed under the overall direction of the PROGRAM MANAGER.
- B. SUB-RECIPIENT shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. Should circumstances or conditions subsequent to the execution of this agreement require a substitute PROGRAM DIRECTOR, SUB-RECIPIENT shall notify CITY immediately of such occurrence. PROGRAM DIRECTOR and SUB-RECIPIENT staff will fully cooperate with PROGRAM MANAGER relating to the PROGRAM areas of concern, and the impact of PROGRAM on residents of CITY.
- C. All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following address:

CITY: Suzanne Isé, Housing Officer  
P. O. Box 3707  
Sunnyvale, CA 94088-3707  
(408) 730-7250

SUB-RECIPIENT: Lynn Morison, Director of Housing Programs  
Abode Services  
40849 Fremont Blvd  
Fremont, CA 94538  
(510) 657-7409

The term of this Agreement shall be from March 1, 2016 through June 30, 2017. For purposes of identification, this Agreement shall be numbered 1516-828750. The term may be extended or amended upon mutual written agreement by the parties if necessary to fully expend the HOME funds in a timely manner. The City Manager and/or his/her désignée are authorized to approve amendment, extension, or termination of this agreement on behalf of CITY as may be needed to ensure satisfactory implementation of the Program and timely expenditure of the HOME funds.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this agreement in duplicate.

APPROVED AS TO FORM: ("CITY")

\_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
Deanna J. Santana, City Manager

ATTEST: ("SUB-RECIPIENT")

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Louis Chicoine, Executive Director

## SCOPE OF SERVICES AND STANDARDS

### I. SCOPE OF SERVICES

- A. SUB-RECIPIENT shall use HOME funds to provide tenant-based rental assistance to assist very low-income households currently experiencing or at imminent risk of homelessness and determined eligible pursuant to the PROGRAM Guidelines. HOME funds shall be payable only to third-party landlords on behalf of PROGRAM beneficiaries.
- B. SUB-RECIPIENT shall administer PROGRAM on behalf of City, in accordance with the provisions contained in the HOME Program regulations (24 CFR Part 92), this Agreement, the City's TBRA Program Guidelines, and the attached Scope of Work.

### II. PROGRAM OBJECTIVES AND PERFORMANCE INDICATORS

- A. Provide monthly tenant based rental assistance to very low-income Sunnyvale households for a period of up to two years per client household. The HOME funds allocated through this Agreement are estimated to be adequate to assist approximately 12 households for a term of two years each, depending on prevailing rents, applicable HUD rent limits, and average tenant share of rent. SUB-RECIPIENT may assist additional Program clients through other funding agreements between CITY and SUB-RECIPIENT. Such other clients shall be in addition to, and not included in the goals provided below.
- B. Provide security deposit assistance as needed to very low-income Sunnyvale households upon lease-up of a rental unit using TBRA funds.

Performance Indicators	Goal
Number of housing units leased with TBRA assistance each month, on average, throughout term of Agreement	12
Number of new households served during term of Agreement	12

III. DOCUMENTATION OF PERFORMANCE STANDARDS

SUB-RECIPIENT will maintain documentation of performance indicators on file for inspection by PROGRAM MANAGER, with an audit trail from source documents to worksheets to reports.

IV. OTHER SERVICES AND REQUIREMENTS

The TBRA Program Guidelines, developed by CITY in accordance with federal HOME program statutes and regulations, are attached as Exhibit "F" and incorporated by reference. SUB-RECIPIENT shall use the HOME funds in accordance with these Program Guidelines. In the event of any uncertainty of the meaning of the guidelines as applied to a certain case or situation, SUB-RECIPIENT shall contact CITY PROGRAM MANAGER for clarification as needed.

V. POLICIES AND OPERATING PRINCIPLES

SUB-RECIPIENT shall be guided by the policies and operating principles set forth in the CITY's TBRA Program Guidelines; 2015-16 HUD Action Plan, and 2015-20 Consolidated Plan; and HUD regulations, statutes and memoranda applicable to HOME-funded TBRA Programs.



## **SCOPE OF WORK FOR ABODE SERVICES**

### **City of Sunnyvale Tenant Based Rental Assistance Program**

#### Services to be Provided

Abode Services will provide an array of housing services to ensure that individuals and families identified through City of Sunnyvale, and other partner agencies access the Sunnyvale Tenant Based Rental Assistance (TBRA) program. This includes, but is not limited to maintaining program waiting list, brokering relationships, administering subsidy payments, and entering in to rental subsidy agreements with landlords. Abode Services will provide the following services:

#### 1. Referral and Applications

Abode Services will accept application packets from the City of Sunnyvale and partnering agencies for individuals and families that are literally homeless or at imminent risk of homelessness, participating in Sunnyvale-based case management services, with household incomes less than 50% AMI, who reside or work in Sunnyvale, or resided in Sunnyvale prior to becoming homeless or at imminent risk of homelessness.

#### 2. Eligibility Assessment and Determination:

Abode Services will assess and verify that the household meets the eligibility criteria of Sunnyvale TBRA program. No household will receive rental assistance unless it has been determined that they meet all of the conditions. Once eligibility is determined, tenants will be selected for rental assistance in the order of priority set forth by the City of Sunnyvale. Once the maximum number of certificates has been issued, Abode Services will maintain a waiting list of applicants by priority.

#### 3. Applicant Briefing and Eligibility Certificate:

Abode Services will brief the applicant on the rules and regulations of the Sunnyvale TBRA program and issue a "Proof of Eligibility" certificate to the applicant. If the applicant does not find housing within 60 days of issuance of certificate, Abode Service can approve one, 60-day extension of the certificate. Abode Services will issue a termination of certificate when time limits have been exceeded and housing has not been secured.

#### 4. Housing Inspections Rent Reasonableness and TBRA contract:

Abode Services will conduct Uniform Physical Condition Standards (UPCS) for all units before initial move-in and annually. Any housing units built prior to 1978 considered for rental to a household that includes any children under the age of six will also be visually inspected by a certified inspector of lead paint hazards.

Abode Services will ensure verification that the lease and rental amounts comply with HOME regulations and restrictions and meet "rent reasonableness" standards. Abode Services will coordinate with the tenant, case manager and landlord through the lease-up process. Abode Services will enter into a TBRA contract with the landlord once all program requirements have been met.

#### 5. Authorization, Tracking and Disbursement of Financial Assistance:

Abode Services will be responsible for authorizing rental assistance for eligible households and issuing payment to landlords including security deposits as needed. No assistance will be provided to any program participant for more than 24 months total.

Abode Services will re-certify income at least once every 12 months for all program participants. A supervisor will be required to review participant eligibility, recertification of income, approve all financial assistance payment using HOME funds, and authorize payment.

Process for Termination of Housing Assistance: Abode Services may terminate assistance to a program participant who violates program requirements, and may also resume assistance to a participant whose assistance was previously terminated. In terminating assistance to a program participant, Abode Services will utilize a formal appeal process that recognizes the rights of individuals receiving assistance to due process of law.

#### 6. Data Collection in HMIS and participation in Outcome Evaluation

As part of this contract Abode Services will enter information about client households and the funded services that they receive into the county-wide homeless management information system (HMIS) for those participants enrolled in the Sunnyvale TBRA program.

#### 7. Oversight and Reporting

Abode Services has a structured housing department with housing specialists and housing program managers that provide an existing wealth of experience and housing inventory. Abode's Program Manager will be responsible for the overall direction of Sunnyvale TBRA. This work will include housing/services integration; staff trainings in housing/case management services, tracking compliance, data collection and reporting; supervision of housing specialists; providing connections to landlords; technical assistance to City and/or

participating agencies; and reporting outcome measures.

The fiscal integrity of the program will be overseen by the Director of Housing Programs, the Associate Director, and the Chief Financial Officer. Financial management is overseen by the Administration Committee of the Board of Directors on a monthly basis. It should be noted that Abode Services has received a 4-star rating from Charity Navigator for the tenth year in a row, and we are now one of the top ranked human service agencies for cost effectiveness in California.

#### 8. Population to be Served:

Individuals and families that are referred for rental assistance by case managers from the partner agencies must be: literally homeless or at imminent risk of homelessness, residents of Sunnyvale, employed or employable or can otherwise become financially self-sufficient within 2 years and have an annual income at or below the "Very Low Income" limits at the time of application.

The total number of households able to be served will depend on the number and length of subsidies provided. It is anticipated that up to 25 families will be provided assistance through this program.

#### 9. Outcome Measures and Reporting

Abode Services will track and report on outcome measurements to be defined by the City of Sunnyvale. These outcome measurements will include universal elements, which will be tracked throughout programs across the county and will include HUD required reporting information and local outcome tracking measures. Case managers will enter client level data into the Countywide HMIS system on an ongoing basis for all clients served under the TBRA. The HMIS system will be modified to specifically collect data relevant to the TBRA program. Data requirements and outcome measurements are under development and may be modified during the course of the program.



**BUDGET AND METHOD OF PAYMENT; REPORTING**

## I. BUDGET

Source	Amount	Allowable Uses
HOME Funds	\$371,898	Security deposits and rent payments for TBRA clients

The HOME funds may be used only for rental and/or security deposit payments for approved TBRA recipients.

## II. METHOD OF PAYMENT

Rent Expenses (HOME)

SUB-RECIPIENT shall be reimbursed for actual rent assistance payments and/or security deposits paid each month pursuant to valid TBRA leases in effect during any portion of the month, not to exceed Three Hundred Seventy-One Thousand Eight-Hundred Ninety-Eight Dollars (\$371,898) during the Agreement term, including the Advance.

Invoices shall be provided to CITY on a monthly basis for services provided during the month just ended, with monthly performance reports in a form provided by CITY, and shall be paid by CITY within 30 days.

## A. Invoices shall include:

- 1) A statement of all payments made with HOME funds during the month, with the following details: payee name, amount, TBRA recipient ID (any unique identifier used by SUB-RECIPIENT to identify recipient), date, unit address and payment type (rent or security deposit); and copies of all checks or electronic payments made during the payment period; and

B. "Payment Period" is the *month* for which a payment is made.

## III. REPORTING

SUB-RECIPIENT agrees to provide written reports to the CITY which describe PROGRAM performance and expenses incurred within fifteen (15) days of the end of each month. All reporting forms will be provided by the CITY. Reports shall be provided concurrently with monthly invoices, and no later than the 15<sup>th</sup> of each month during the Agreement term. Such reports must include the following information:

## A. Complete monthly invoice as described above.

## B. A list of the new TBRA clients leased up during the payment period (client ID

- number, household size, unit size, and address of unit leased).
- C. Identification of performance indicators which are not being achieved, with a written explanation of why performance is below plan, and timetable for corrective action. If implementation of corrective action requires a substantial change in contract requirements, a modification must be requested.
  - D. Identify any operational difficulties which may affect the present or future performance of the contract.
  - E. HUD demographic data describing the TBRA households served by the SUB-RECIPIENT by income group (Very Low or Extremely Low), age group (i.e. senior or adult), female head of household, other special needs status (i.e., homeless, disabled, etc.) and race/ethnic data.
  - F. Tenant History Reports shall be provided at least quarterly, including: any changes in participant income, due dates for Uniform Physical Condition Standards (UPCS) inspections, and tenant income re-certification/rent share re-calculation. Reports shall include name, address, contact information, move-in/move-out dates, security deposits, income changes, tenant's portion of rent, date of last certification, cumulative rental assistance provided and any pending activities or lease-ups, if known.
  - G. Monthly IDIS reports in a form provided by the CITY.

**EXHIBIT "C"****STANDARD PROVISIONS****I. OBLIGATIONS OF SUB-RECIPIENT**

SUB-RECIPIENT shall be responsible for the following:

**A. Organization**

1. Upon request of CITY, provide CITY with
  - a) Articles of Incorporation or other organizational documents under the laws of the State of California or under the laws of the state of incorporation if the organization is incorporated.
  - b) A copy of its current bylaws.
  - c) Documentation of nonprofit status under Section 501(c)(3) of the Internal Revenue Code, if applicable.
  - d) Names and addresses of current Board of Directors.
  - e) An updated copy of organization's personnel policies.
2. Report any changes in the Corporation's Articles of Incorporation, bylaws, or tax exempt status promptly to the City's PROGRAM MANAGER.
3. Permit no member of its Board of Directors to become a paid employee or paid agent of SUB-RECIPIENT, or to receive any funds under this agreement, or to have any financial interest in this agreement.
4. Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters, and maintain a written record of all meetings open to the public.

**B. Program Operations**

SUB-RECIPIENT shall:

1. Include acknowledgment of CITY funding and support on all appropriate publicity and publications, using words to the effect that "services are funded in whole or in part by City of Sunnyvale."
2. Fully cooperate and communicate with the PROGRAM MANAGER relating to the PROGRAM areas of concern and the impact of PROGRAM on residents of CITY.

**C. Fiscal Responsibilities of SUB-RECIPIENT**

SUB-RECIPIENT shall:

1. Appoint and submit the name of a fiscal agent who shall be responsible for the financial and accounting activities of the SUB-RECIPIENT, including the receipt and disbursement of program funds.

2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting (GAAP) for program funds. Such system of accounts shall be subject to review and approval by CITY for compliance with the applicable requirements for the administration of funds referenced in this Agreement and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards governed by 2 CFR part 200.
  3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
  4. Submit for approval by CITY any lease agreement either contemplated or in effect relating to performance of the project funded under this agreement.
- E. Records, Reports, and Audits of SUB-RECIPIENT
1. Preservation of Records: SUB-RECIPIENT shall preserve and make available its records pertaining to the operation of this agreement
    - a) until expiration of three years from the date of final payment pursuant to this agreement, and
    - b) for such longer period, if any, as is required by applicable law, or,
    - c) if this agreement is completely or partially terminated, records shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  2. Examination of Records, Facilities: At any time during normal business hours, and as often as may be reasonably necessary, SUB-RECIPIENT agrees that CITY, or its duly authorized representatives, and authorized HUD representatives, shall have access to and the right to examine its plants, offices, worksites and facilities used in performance of this agreement and its records with respect to all matters covered by this agreement, excepting those falling within the attorney-client privilege. SUB-RECIPIENT also agrees that the CITY or its duly authorized representatives, and authorized HUD representatives, have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data pertaining to this agreement.
  3. Audits:
    - a) Independent Audits. SUB-RECIPIENT shall have an audit program, consisting of performance of an independent fiscal audit covering each two year period at least every two years, in conformance with generally accepted standard accounting principles. Such audits must identify the funds received and disbursed relating to this agreement. The costs for

such audits shall be at SUB-RECIPIENT's expense, unless otherwise provided for in this agreement. Copies of the completed audits must be provided to the CITY's PROGRAM MANAGER.

- b) City Audits. The CITY may perform an independent audit. Such audit may cover programmatic as well as fiscal matters. SUB-RECIPIENT will be notified in advance that an audit will be conducted. SUB-RECIPIENT will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the CITY.
- c) Disallowed Costs. SUB-RECIPIENT shall be liable for repayment of disallowed costs. Disallowed costs may be identified through audits, monitoring or other sources. SUB-RECIPIENT shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. The CITY's PROGRAM MANAGER shall make the determination of disallowed costs.

#### F. Worker's Compensation and Insurances

1. Worker's Compensation: SUB-RECIPIENT shall comply with the Labor Code of the State of California, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.
2. Insurance: SUB-RECIPIENT, at its sole cost and expense, shall obtain and maintain in full force and effect, throughout the entire term of this agreement, insurance coverage insuring not only SUB-RECIPIENT and its SUBSUB-RECIPIENTS, if any, but also, with the exception of worker's compensation and employer's liability insurance, CITY, its officers, agents, and employees, and each of them. CITY, its officers, agents and employees, and each of them, shall be named additional insureds on any such policy. The policy amounts shall be as follows:

- \_\_\_\_\_ Not less than \$500,000.00 for death or injury to any person
- \_\_\_\_\_ Not less than \$500,000.00 for loss of or damage to property
- \_\_\_\_\_ Not less than \$500,000.00 for each occurrence
- \_\_\_\_\_ Not less than \$500,000.00 combined single limit for death or injury to persons, or loss of or damage to property.

Said insurance shall include not less than \$500,000 coverage for each occurrence of legal malpractice.

Certificates of such insurance shall be filed with CITY concurrently with the execution of this agreement, or, with the approval of CITY's PROGRAM MANAGER, within ten (10) days thereafter. Said certificates shall be subject to the approval of CITY's PROGRAM MANAGER, shall name the CITY as

an "Additional Insured", and shall contain an endorsement stating that said insurance is primary coverage and will not be cancelled or altered by the insurer except after filing with CITY's PROGRAM MANAGER not less than thirty (30) days' written notice of such cancellation or alteration. Current certifications of such insurance shall be kept on file at all times during the term of this agreement with the City.

3. Surety Bond/Insurance: Employee Dishonesty: Prior to any CITY disbursement of funds to SUB-RECIPIENT for any purpose other than for premiums for surety bonds or insurance policies required herein, SUB-RECIPIENT's fiscal officer shall provide CITY satisfactory proof that all persons handling, on behalf of SUB-RECIPIENT, funds received from CITY for disbursement under this Agreement are covered by a surety bond or insurance policy issued by a qualified insurer or surety company authorized to do business in California, not less than the amount appropriated by CITY to SUB-RECIPIENT under this agreement to assure that SUB-RECIPIENT uses the funds disbursed to it by CITY for the required purposes. Such bond or insurance policy shall assure reimbursement to SUB-RECIPIENT for financial losses attributable to the dishonesty of any person handling such funds on behalf of SUB-RECIPIENT. If such policy or bond is cancelled or reduced for any reason, SUB-RECIPIENT shall immediately notify CITY. If such cancellation or reduction shall have occurred, CITY shall not make any further disbursements to SUB-RECIPIENT until CITY receives satisfactory proof that the coverage initially approved by CITY has been reinstated.

#### G. Assignability and Independent SUB-RECIPIENT Requirements

1. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.
2. No SUBSUB-RECIPIENT of SUB-RECIPIENT will be recognized by CITY as such; rather, all SUBSUB-RECIPIENTS shall be deemed to be employees of SUB-RECIPIENT and SUB-RECIPIENT agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

#### H. Purchasing

1. Title to Personal Property: Title to any personal property acquired for use in the performance of the services and work specified in this agreement shall be as follows:
  - a) Personal property donated shall become the property of that entity specified by the donor; if not specified, the same shall become the property of CITY except for property and equipment described in subparagraph (b) hereof.
  - b) Personal property and equipment permanently affixed to buildings owned by SUB-RECIPIENT shall become property of SUB-RECIPIENT.

2. Non-Expendable Property: Purchase of non-expendable property by SUB-RECIPIENT with funds provided by CITY, with a purchase price in excess of \$100.00, must be approved in writing by CITY. CITY shall retain title to non-expendable property with a unit cost of \$100.00 or more. CITY, at its option, may revert title to SUB-RECIPIENT.
3. Purchase of Real Property: None of the funds provided under this agreement shall be used for the purchase of real property, or for the purchase of an option on the purchase of real property.
4. Competitive Bidding: SUB-RECIPIENT shall use competitive bidding procedures in conformance with any applicable local, state, or federal laws.

I. Nondiscrimination

SUB-RECIPIENT shall not discriminate in employment under the PROGRAM, deny any person the benefits of the PROGRAM, exclude any person from participating in the PROGRAM or subject any person to discrimination under any part of the PROGRAM, on the basis of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, age of a person forty (40) years of age or older, or any other basis as to which discrimination is prohibited by state or federal law. SUB-RECIPIENT certifies that it is aware of the requirements of the Americans with Disabilities Act and does not discriminate in the provision of its services on the basis of disability.

J. Surveys

SUB-RECIPIENT will submit forms acceptable to CITY, and either independently or at CITY's request, to clients served through the course of this agreement. These forms are expressly for the purpose of obtaining client satisfaction information which may at any time be used as part of the CITY's monitoring program.

II. OBLIGATIONS OF CITY

A. CITY staff shall provide assistance to SUB-RECIPIENT in explaining CITY imposed procedural or substantive contract requirements and Program Guidelines. In addition, CITY shall serve as liaison between SUB-RECIPIENT and interested citizens and groups, including CITY's Housing and Human Services Commission.

B. *Monitoring and Evaluation*

Evaluation of the PROGRAM performance shall be the responsibility of CITY, through its PROGRAM MANAGER. SUB-RECIPIENT shall furnish all data, statements, records, information and reports necessary to monitor, review and evaluate the performance of the PROGRAM and its components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY. HUD representatives may

also monitor SUB-RECIPIENT for compliance with applicable HOME program regulations and related federal requirements.

C. *Payment of Invoices*

Upon submittal of invoices by SUB-RECIPIENT, CITY agrees to provide payment to the SUB-RECIPIENT, within 30 days of submittal of invoice, subject to the conditions of other provisions in this agreement. SUB-RECIPIENT shall submit invoices on forms provided by CITY.

III. DISCLOSURE OF CONFIDENTIAL INFORMATION

Confidential information pertaining to or acquired from an individual by SUB-RECIPIENT while performing under this Agreement shall not be disclosed without the permission of that individual unless compelled by order or subpoena of a court or tribunal of competent jurisdiction. Nothing herein shall prevent SUB-RECIPIENT or CITY from using confidential information to perform statistical analyses or other evaluations related to the performance of this Agreement, provided the identity of the individual who is the subject of the information is not disclosed.

SUB-RECIPIENT shall, upon initial client application review, obtain permission of all clients served by Program to share relevant client information with authorized City and/or HUD representatives as appropriate for Program monitoring and/or Program implementation purposes. Such information may include data related to client eligibility, such as household composition, income, housing status, employment status, disability, and any other information necessary to determine client eligibility, share of rent payment, any special housing needs, and information regarding client's compliance with Program Guidelines and lease terms for duration of Program participation.

IV. HOLD HARMLESS

SUB-RECIPIENT shall defend, indemnify, and save CITY, its officers, employees and elected officials, boards and commissions, harmless with respect to any damages arising from:

- A. Any noncompliance by SUB-RECIPIENT or PROGRAM with such laws, ordinances, codes, regulations and decrees;
- B. Any torts committed by SUB-RECIPIENT, its agents, employees or officials, in performing any of the work or providing any of the services embraced by this agreement;
- C. All suits, actions, claims, causes of action, costs, demands, judgments, and liens arising out of SUB-RECIPIENT's performance under this agreement, including SUB-RECIPIENT's failure to comply with or carry out any of the provisions of this agreement.

V. PROGRAM NON-COMPLIANCE



Upon receipt of evidence of a failure by SUB-RECIPIENT to comply with any provision of this agreement, including all EXHIBITS, the CITY shall have the right to require corrective action to enforce compliance with such provisions. CITY shall have the right to require the presence of any SUB-RECIPIENT's officers at any hearing or meeting called for the purpose of considering corrective action within five (5) days of issuing such notice.

In the event of contract non-compliance, the CITY shall forward SUB-RECIPIENT a set of recommended specific actions to correct unsatisfactory program performance and a reasonable timetable for implementing the recommendations. Following implementation of corrective actions, SUB-RECIPIENT shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that corrective actions have been taken.

In the event SUB-RECIPIENT does not implement satisfactory corrective actions in accordance with the corrective action timetable, CITY may immediately suspend payments hereunder and/or provide notice of intent to terminate this agreement.

## VI. TERMINATION

- A. CITY or SUB-RECIPIENT may suspend or terminate this agreement for any reason by giving thirty (30) days written notice to the other party. Upon the expiration of such notice period, performance of the services hereunder will be immediately discontinued, and such termination will take effect, if notice thereof is not earlier rescinded in writing by the terminating party.
- B. Upon suspension or termination of this agreement by CITY, CITY shall be under no obligation to pay SUB-RECIPIENT except for services previously performed for which payment had not previously been made.
- C. Upon suspension or termination, SUB-RECIPIENT shall
  - 1. Be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this agreement is suspended or terminated for fault of SUB-RECIPIENT, CITY shall be obligated to compensate SUB-RECIPIENT only for that portion of SUB-RECIPIENT's services which are determined by CITY to be of benefit to CITY.
  - 2. Turn over to CITY promptly any and all copies of studies, reports and other data, whether or not completed, prepared by SUB-RECIPIENT or its SUBSUB-RECIPIENTS, if any, in connection with this agreement. Such materials shall become property of CITY. SUB-RECIPIENT, however, shall not be liable for CITY's use of incomplete materials nor for CITY's use of complete documents if used for other than the services contemplated by this agreement.
- D. Unless sooner terminated by the parties, or by CITY pursuant to paragraph VI.A. of this Exhibit "C", this agreement shall terminate upon completion of the

PROGRAM and final payment by CITY to SUB-RECIPIENT.

VII. TERMS AND AMENDMENTS

If either party shall desire any amendment to this agreement, it may submit a written request for such amendment to the other party. No amendment to this agreement shall be effective except upon the mutual written consent of the parties.

VIII. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

IX. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by SUB-RECIPIENT hereunder constitute or be construed as a waiver by CITY or SUB-RECIPIENT of any breach of covenants or conditions of this agreement or any default which may then exist on the part of CITY or SUB-RECIPIENT, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or SUB-RECIPIENT with respect to such breach or default.

X. INTEGRATED DOCUMENT

This agreement embodies the agreement between CITY and SUB-RECIPIENT and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms contained in the documents comprising this agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

XI. AGREEMENT BINDING

The terms, covenants, and conditions of this agreement shall apply to, and bind, the heirs, successors, executors, administrators, assigns and SUBSUB-RECIPIENTS to both parties.

XII. GENERAL ASSURANCES

The SUB-RECIPIENT hereby assures and certifies compliance with the regulations, policies, guidelines, and requirements referenced in its application with the CITY, as they relate to the application, acceptance, and use of CITY funds for this program. Also, the SUB-RECIPIENT assures and certifies to the CITY that:

1. It possesses legal authority to apply for the funding which CITY has appropriated in connection with this agreement; that a resolution, motion or similar action has

- been duly adopted or passed as an official act of the SUB-RECIPIENT's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUB-RECIPIENT to act in connection with that application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
  3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of the grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
  4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other activities.

**HOME REQUIREMENTS****I. ASSURANCES**

SUB-RECIPIENT shall become familiar and comply with and cause its employees and subrecipients, if any, to comply with all of the following applicable federal, state, and local laws, ordinances, codes, and regulations. Failure of SUB-RECIPIENT to understand law as described herein shall in no way relieve SUB-RECIPIENT of its responsibility to adhere to same. SUB-RECIPIENT assures and certifies to the CITY that:

- A. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Act for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
- B. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- C. It will give the sponsoring agency (or the Comptroller General), through any authorized representatives, the access to and the right to examine all records, books, papers and documents related to the grant.
- D. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
- E. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that facility to be used in the project is under consideration for listing by the EPA.
- F. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development (HUD) as an area having special flood Hazards.
- G. It will assist the grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11592, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469c-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for

- inclusion in the National Register of Historic Places that are subject to adverse effect (see 46 CFR Part 800.8) by any such properties, and by (b) complying with all requirements established by the federal grantor agency to avoid or mitigate adverse effects upon such properties.
- H. It will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, in the provision of training, employment, and business opportunities.
  - I. It will comply with provisions of Executive Order 11246, as amended, on equal employment opportunities and affirmative action relative to employees and applicants and non-exempt contracts and subcontracts.
  - J. It will comply with 24 CFR Part 35 of the HUD regulations prohibiting the use of lead-based paint in the construction or rehabilitation of residential structures.
  - K. It will comply with the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act.
  - L. It will comply with the Davis-Bacon Federal Labor Standards provision with respect to all construction contracts in excess of \$2,000.
  - M. It will comply with the non-discrimination requirements under Title VI of the Civil Rights Act of 1964 with respect to sale, lease or other transfer of land acquired, cleared, or improved with grant assistance.
  - N. It will comply with 24 CFR Part 85 of the HUD regulations known as the Common Rule.
  - O. It will comply with "Close-Out" requirements. The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, and determining the custodianship of records.
  - P. Upon expiration of the Agreement, it will transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
  - Q. It will comply with the Uniform Physical Condition Standards (UPCS) for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.
  - R. It will comply with the CITY's Affirmative Marketing procedures pursuant to the 2013 HOME Final Rule for HOME-funded TBRA.
  - T. It will comply with 24 CFR 92.209(c)(2)(iii), which states that participation in self-

sufficiency programs can be a required condition for selection to receive TBRA. Failure to continue participation in the program cannot be grounds for terminating assistance but may be grounds for not renewing the assistance.

## II. REQUIREMENTS

A. SUB-RECIPIENT shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards governed by 2 CFR Part 200.

B. SUB-RECIPIENT shall comply with all applicable requirements of a sub-recipient under 24 CFR Part 92 as follows:

Sections	92.504	Agreements with subrecipients
	92.503	Program Income

C. SUB-RECIPIENT shall comply with the requirements of the HOME Final Rule, 24 CFR Part 92.

## EXHIBIT "E"

## CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the contractor certifies that:

**Drug Free Workplace** -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The SUB-RECIPIENT's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title